



PARTICIPANT ACKNOWLEDGEMENT AND CONSENT FORM

The Seena Magowitz Foundation, Inc. ("SMF") is a nonprofit organization whose mission is to provide education about pancreatic cancer, to promote awareness of this disease and the needs of patients suffering from it, to facilitate support groups for pancreatic cancer patients and their caregivers, to fund and encourage pancreatic research and clinical trials, and to conduct other charitable activities in regard to pancreatic cancer.

Activities and Events: Among the many important activities that are conducted or facilitated by SMF are (1) periodic "patient-to-patient" discussion groups which are conducted in person or via online virtual meeting platforms such as Zoom, (2) workshops featuring oncologists and other experts in the field of pancreatic medicine and other patient and caregiver need areas, (3) fundraising dinners and other fundraising events, and other activities.

Acknowledgment and Consent by Participant: The Participant understands that in order to participate in events and activities conducted by SMF from time to time, the Participant must understand and agree to the following:

1. SMF Does Not Give Medical Advice: While SMF may host meetings, workshops and other events at which healthcare professionals make presentations and may publish articles and other information in furtherance of its charitable purposes, SMF is not a healthcare provider and does not render medical advice or other medical services. Physicians, other healthcare professionals and individuals who speak at or otherwise participate in SMF events express their own opinions for information purposes, which are intended to be helpful and informative but are not to be relied upon as medical advice.

2. Medical Records and Other Confidential Information Not to be Shared: Although SMF will strive to make introductions or referrals to healthcare providers at the request of a pancreatic cancer patient or caregiver, no medical records or other confidential or personally identifiable information is to be shared with SMF.

3. Use and Publication of Participant Pictures and Other Items: Photographs of participants at SMF events will often occur to assist SMF in promoting its mission and increasing its effectiveness as an advocate for pancreatic cancer patients and caregivers. Participants at SMF events may also make public comments and submit letters or other written materials to SMF in regard to SMF's charitable activities. The Participant hereby grants authorization and consent to SMF to publish on its website and in any other media any pictures of the Participant at an SMF event or activity, publish and otherwise use the Participant's personal likeness or persona in connection with SMF's charitable activities, and to use, reproduce and publish any written communications from the Participant to SMF, and to record (whether video and/or audio), use and publish remarks by the Participant made in a public setting by the Participant at any SMF event or activity.

4. Respect for Others: Participant agrees that medical history and other personal information shared by pancreatic cancer patients, caregivers, and others during or in connection with any SMF event or activity will be treated as confidential by the Participant and will not be used or disclosed without the consent of the person about whom the information was obtained. When participating in videoconferences and teleconferences conducted by SMF, the Participant agrees to use headphones and/or to take other appropriate steps to ensure that other persons cannot view the other participants or hear remarks by the presenters or other participants.

5. Consent by Others: While SMF encourages its supporters, patients and their caregivers to encourage others to participant in SMF activities, it is important that all such persons first review and sign written acknowledgments such as this document before participating in order to protect the rights of others. The Participant therefore agrees that no person who has not signed a consent form submitted to SMF will be permitted to listen to SMF videoconferences or teleconferences on any device of the Participant.

6. No Vested Right: The Participant understands that neither signature and submission of this document nor participation at any SMF event or other activity guarantees that Participant will be able to participate in any SMF event or other activity, and that Participant has no property or contract right entitling it to participate in any future SMF event or other activity.

7. Electronic Acknowledgment Effective: The Participant and SMF agree that providing consent through electronic agreement and submitting this document via the EventMobi Power of Us Event registration form constitutes a lawful and binding signature by both parties.